



GROW AI PARTNERS

SERVICES AGREEMENT

This Services Agreement ("Agreement") consists of this Statement of Work and the Service Terms and Conditions incorporated below. It is entered into as of April 22, 2026 by and between:

Provider: Grow IT Partners, LLC (DBA Grow AI Partners) ("Provider" or "Company")

Client: Core Group, represented by Scott Koland ("Client")

STATEMENT OF WORK

1. SCOPE OF SERVICES

Provider will deliver a 90-Day Growth Accelerator consisting of three phases:

Phase 1: Foundation (Weeks 1-2)

- Market and competitor research
- ICP (Ideal Customer Profile) refinement
- Ad account setup and pixel/tracking configuration
- Creative strategy and initial ad copy development

Phase 2: Launch and Optimize (Weeks 3-8)

- Campaign launch on Meta (Facebook/Instagram)
- A/B testing of creatives, audiences, and copy
- Weekly performance reporting
- Landing page optimization recommendations

Phase 3: Scale and Transition (Weeks 9-12)

- Scale winning campaigns
- Introduce new creative and audience expansions
- Knowledge transfer and documentation
- Transition plan for in-house or ongoing management

2. TERM

This Agreement begins on April 22, 2026 and continues for 90 calendar days through July 21, 2026.

3. FEES AND PAYMENT

Total engagement fee: \$17,500

An initial payment of \$17,500 is due on April 22, 2026. The remaining balance of \$0 is due on .

4. PAYMENT METHOD

Payments are accepted via secure online checkout:

<https://collectcheckout.com/r/mk1g690y8ewmh9e0qiwgcd1bbvtp5>

Accepted and agreed by their duly authorized representatives of the parties as of the Effective Date.

PROVIDER: Grow IT Partners, LLC (DBA Grow AI Partners)

Luke Werkmeister-Martin

Luke Werkmeister-Martin
Title: Partner
Date: April 22, 2026

CLIENT: Core Group

Sign electronically at: https://invoice.growaipartners.com/sign/Xs1_A_XEbQ2fwTXOEb5qzO3tbb-engNsFXvgUVchEmw

Signer Name: Scott Koland
Title: Founder
Company: Core Group
Date: _____

SERVICE TERMS AND CONDITIONS

These Service Terms and Conditions (these "Terms") set forth the terms governing Company's provision of the Services described on the Statement of Work and are hereby incorporated into the Agreement.

1. Services and Compensation

Company will provide the services specified in the Statement of Work ("Services") to Client on the terms and conditions specified in these Terms. Client will pay Company the fees in the amount and on the schedule specified in the Statement of Work. If the Statement of Work does not specify when fees are due, Client will pay all amounts due within ten (10) days of the date of the last signature.

All fees paid under this Agreement are non-refundable for services already delivered, unless otherwise expressly specified in these Terms or the Statement of Work. Ad spend is a separate cost paid directly by Client to the applicable advertising platform(s) and is not included in Company's fees.

2. Client Obligations

Client will provide Company with the support and cooperation necessary for the provision of the Services ("Client Obligations"), including but not limited to:

- (a) timely access to accounts, platforms, brand assets, and business information;
- (b) participation in scheduled workshops and sessions;
- (c) feedback and approvals within five (5) business days of request;
- (d) maintenance of active advertising account(s) with sufficient budget; and
- (e) designation of a single point of contact authorized to provide approvals.

If Client is unable to perform any Client Obligation, Client will promptly notify Company. Delays caused by Client's failure to meet Client Obligations may extend project timelines and do not constitute grounds for refund or early termination.

3. Term; Termination

Term. This Agreement commences on the Effective Date and continues for ninety (90) days following the Onboarding Session, unless earlier terminated as provided herein (the "Term").

Termination. Either party may terminate this Agreement with thirty (30) days written notice. Either party may also terminate this Agreement immediately upon written notice if the other party materially breaches this Agreement and such breach remains uncured for thirty (30) days after receipt of written notice.

Effects of Termination. Upon termination: (i) Client will pay Company for all Services rendered through the effective date of termination; (ii) no refunds will be issued for Services already delivered; and (iii) Company will deliver to Client all completed and in-progress Deliverables for which payment has been received. Sections titled "Confidentiality," "Ownership & Deliverables," and "Limitation of Liability" will survive termination.

4. Confidentiality

During the Term, either party ("Discloser") may disclose to the other party ("Recipient") certain non-public, proprietary, and confidential information in connection with this Agreement ("Confidential Information"). Confidential Information includes but is not limited to business strategies, campaign performance data, client lists, pricing, and proprietary methodologies. Confidential Information will not include information that: (i) is already known to the Recipient prior to disclosure; (ii) becomes publicly known through no fault of the Recipient; (iii) is independently developed by the Recipient; or (iv) is received from a third party without confidentiality obligations.

The Recipient will treat all Confidential Information with at least the same degree of care it uses for its own confidential information and will not disclose such information to any third party except to officers, employees, consultants, and advisors bound by confidentiality obligations at least as protective as those herein.

5. Disclaimer

Company warrants that it will perform the Services in a professional manner consistent with generally recognized industry standards. Company makes no guarantees regarding specific business outcomes, revenue, lead generation, or return on advertising spend. Results depend on multiple factors including but not limited to Client's industry, offer competitiveness, market conditions, advertising budget, and Client's execution of recommendations.

6. Ownership & Deliverables

Client Materials. Any materials provided by Client to Company ("Client Materials") are to be used by Company solely to perform the Services. Client represents and warrants that Client has all requisite rights to Client Materials and that Company's use thereof will not infringe the rights of any third party.

Deliverables. Upon completion of the engagement and receipt of full payment, all deliverables created under this Agreement shall become the sole property of Client, including all intellectual property rights therein. Client may continue to use all systems independently or elect to engage Company for ongoing management services under a separate agreement.

Company Methodologies. Notwithstanding the foregoing, Company retains all rights to its pre-existing tools, methodologies, frameworks, and general know-how, including any improvements thereto developed during the engagement. Company may use general knowledge and experience gained during performance of the Services.

7. Limitation of Liability

Company's total liability under this Agreement shall not exceed the total fees actually paid by Client under this Agreement. Neither party will be liable for any indirect, special, incidental, or consequential damages, regardless of whether such damages were foreseeable.

8. General

Independent Contractor Relationship. The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship.

Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements. In the event of any conflict between the Statement of Work and these Terms, the Statement of Work will control.

Assignment and Subcontracting. Neither party may assign this Agreement without the prior written consent of the other party, not to be unreasonably withheld. Company may subcontract obligations under this Agreement, provided that Company remains liable for all acts and omissions of its subcontractors.

Force Majeure. Except for the payment of fees, neither party will be liable for failure or delay in performance caused by circumstances beyond its reasonable control.

Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Wyoming, without regard to conflicts of law provisions.

Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

Modification; Waiver. No modification or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties.

Notices. All notices under this Agreement will be in writing and deemed given when: (a) delivered by hand; (b) received by nationally recognized overnight courier; (c) sent by email during normal business hours (or the next business day if sent after hours); or (d) three days after mailing by certified mail, return receipt requested. Notices must be sent to the addresses specified in the Statement of Work.